

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMY ARUNDELL, and A BETTER CONTRACT
CAUCUS,

Plaintiff,

**VERIFIED
COMPLAINT**

-against-

UNITED FEDERATION OF TEACHERS,

Defendant.

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Plaintiff, as and for their Complaint, by her undersigned attorney, alleges as follows:

1. This is a complaint for injunctive relief related to the misconduct of a union President during an intra-union election campaign. Plaintiff Arundell is the Presidential candidate at the head of a slate of candidates challenging the slate headed by the incumbent United Federation of Teachers (UFT) President, Michael Mulgrew. By this action, Plaintiff complains about the President's utilization of union resources to circulate an email to the union's 200,000 plus members which praises his purported accomplishments around pension matter, and attacks his critics. Plaintiff has asked for equal opportunity to send out an email, and, to date, has been denied the use of the same forum to promote her candidacy, and explain her slate's perspective on the union's pension program .

JURISDICTION

2. This Court's jurisdiction is invoked pursuant to 29 U.S.C. §§ 412 and 481(c).

PARTIES

1. Petitioner A BETTER CONTRACT CAUCUS ("ABC") is an unincorporated association, which exists as a caucus with the UFT, which runs candidates for office, and which includes individuals who have been elected to various union offices in the UFT. ABC appears by

AMY ARUNDELL, who sues both in her capacity as the UFT Presidential candidate nominated by ABC and individually. Amy Arundell has qualified to appear on the ballot.

2. Petitioner AMY ARUNDELL has been a UFT member, and a NYC Public School Teacher for over 34 years. She is a former public school teacher, who was hired in around 2005 as a staff representative by the UFT, in which position she represented UFT represented employees in Queens around issues arising in the context of their employment. In around 2015 Arundel became Staff Director for Queens, a position she held until around January 2024, when she was transferred to work at the UFT headquarters at 52 Broadway in Manhattan. She remains employed by the UFT, but has been removed from all day-to-day contact with members in the context of her job. Amy Arundell was Chair of the UFT Election Committee for the 2010, 2013, 2016 and 2019 elections.

3. The United Federation of Teachers (“UFT”) is a local labor organization as defined at Section 3(i) of the LMRDA, 29 U.S.C. § 402(i), which represents, for purposes of collective bargaining representing approximately 200, 000 New York City employees, most of whom are teachers and paraprofessionals. It also represents home care employees, and nurses. Its membership also includes retirees. Its permanent office is located at 52 Broadway, New York, New York.

STATEMENT OF FACTS

4. UFT has in excess of 200000 members who work at more than 1000 school locations throughout the City of New York. Campaigning for a union-wide office is an enormous task, and reaching out to all sectors of the membership is quite difficult for any candidate. Postage alone for a mailing would cost a candidate over \$200,000. Printing doubles

that cost. UFT has not advised candidates about a program allowing candidates to send emails to members.

5. Throughout 2023 and 2024 the ABC Caucus participated in litigation which went up to the NY State Court of Appeals, voiding a UFT agreement with NYC to move all retirees from Traditional Medicare to a Medicare Advantage Plan. The UFT action was so unpopular that the UFT Retiree Chapter voted in favor of an ABC Caucus slate of candidates in its 2024 Chapter election. After that loss UFT pulled out its support for the Medicare Advantage Plan, even though it had signed an agreement with the City of New York on the issue. See <https://www.thecity.nyc/2024/06/24/medicare-advantage-uft-retirees-mulgrew/>.

6. On February 26, 2025, Arthur Goldstein, an ABC Caucus candidate, who regularly blogs about union issues, and has many thousand followers, wrote the following in his newsletter:

Hochul's willing to bet our pensions to help out Adams.

If you're a regular reader, you know that Michael Mulgrew and his Very Smart People agreed to save the city 600 million dollars a year, forever, in exchange for a three year contract that hovered around cost of living. For that, he agreed to dump retirees into an inferior Medicare Advantage program, and also to cut city costs for everyone else by 10%.

Sadly for Mulgrew, but good for us, NYC Retirees have been kicking his ass in court for years. So where is Mulgrew gonna get the 600 million he promised to Eric Adams?

Well, it looks like Hochul is helping everyone out:

Late Thursday, Hochul's 30-day state budget bill amendments included a technically complicated piece of legislation designed to reduce city pension costs by \$1.3 billion this fiscal year and next, and by another \$9.6 billion over the following six years. The change would affect the New York City Employees' Retirement System (NYCERS), which has \$90 billion in assets and covers 350,000 active and retired employees; the New York City Teachers'

Retirement System (NYCTRS), which has \$285 billion in assets covering 200,000 active and retired employees; and the much smaller Board of Education Retirement System (BERS), which has 58,000 active and retired members and \$6.3 billion in assets.¹

It goes on to say this will save the city 11 billion through 2032. The only problem is that they will have to pay it all back later. This appears to affect only certain unions—but not cops or firefighters. Which unions are involved?

Hochul's amortization proposal is of strong interest to the two largest unions whose members belong to the pension funds in question—District Council 37 of AFSCME and the United Federation of Teachers (UFT). Indeed, it's safe to assume nothing like this would see the light of day if Henry Garrido and Michael Mulgrew weren't supporting it—assuming they aren't, in fact, actively lobbying for it.

It looks like the cops and firefighters aren't messing with this one.

You've seen those commercials about home equity, haven't you? Take out a loan on your house. Here's a hundred thousand dollars. Build a dormer. Go to Vegas. Support your drug habit. Whatever.

All you have to do is pay later.

So what could this mean? The article suggests the money "saved" could be used for pay increases in the next round of contract negotiations. What's at risk? Only the pensions of retired workers, of course. If this rings familiar, it's because we all know the 600 million in annual "savings," the ones Mulgrew negotiated to dump everyone into inferior medical plans, were used to negotiate pay raises.

Mulgrew establishes, over and over, that no one can get a raise without giving back something. The first ones he throws to the dogs, of course, are retirees. Why not give up retiree health care for salary increases they will never receive? Why not risk their pensions to fund further raises? What does he care? He's making well more than any of us.

Could Mulgrew be making some kind of deal? Could he possibly be doing this *in lieu* of dumping us into Medicare Advantage? Will he schedule

some big victory march on Broadway proclaiming he's our savior, and has found a way out of the Medicare quagmire he himself created?

Or could this money go to repair Tier 6, at least to some extent? Hey, it's campaign season, and Mulgrew himself brought up "shenanigans." No one does them better than Unity Caucus. Why not try try whatever to make himself look good to younger teachers? After all, the only thing at risk is pensions, and they won't have to worry about them for *some time now*.

And honestly, even if he screws up, what does it matter to Michael Mulgrew? By 2032, he'll have stepped down.

If this deal goes bad, Mulgrew's successor can deal with all the blowback.

Even if there isn't enough left to pay your pension, or the pensions of those who come after you, Mulgrew will do fine. If Mulgrew is making 350K this year, a good 200-225 of it comes from UFT. UFT will pay that portion of his pension even if the city is broke. And hey, he probably doesn't spend a lot. All his gala luncheons with VIPs are on us.

Michael Mulgrew can't negotiate a contract that meets cost of living without giving something away. For the last ten years, he's been dismantling our health care. This year, he appears perfectly willing to risk our pensions.

We need responsible leadership. We need leadership that won't mortgage our future for a quick fix.

7. On or about April 16, 2025, UFT President Michael Mulgrew sent this email to the entire UFT NYC employed membership, which is the vast majority of the UFT membership:



From UFT President Michael Mulgrew

Dear Arthur,

Recently, I returned from my trip to speak with our Florida retirees on the east and west coasts. Our retired members were relieved to hear the truth about the current pension misinformation and our fight to protect Social Security and traditional Medicare. So, I wanted to write to update you on some issues that are important to retirees and our union, especially in such a complex time in the world.

On misinformation versus real threats

We sent out communications a couple of weeks ago to clear up the intentional misinformation campaign around our pension system and the Gov. Hochul bill that we withdrew support from. In no instance and under no circumstances was any money slated to be borrowed from our pension funds — that is illegal. Our trustees did multiple presentations to help retirees and in-service members understand the truth about their work to constantly keep our pensions safe. If you didn't get to see our trustee, Victoria Lee's, presentation, you can watch it online.

[Watch the presentation](#)

While the pension threat was contrived propaganda, the attacks against our Social Security from the federal government are real. We remain steadfast in our fight to protect it. We have joined with the AFT and our other union allies, and we will not buckle, no matter what the federal administration attempts.

On our commitment to traditional Medicare

Next, I want to be clear: we stand in *full* opposition to anything that seeks to undermine our traditional Medicare. We are the only union as of right now that has

submitted paperwork telling the Municipal Labor Committee, the lawyers and the judge that we will no longer support Medicare Advantage, and we have instructed them to use our documents in court. We believe the current court case will be successful, but if it were to be overturned, we have a plan. If they bring any form of Medicare Advantage back to the table, we will oppose it and not engage in any talks going forward.

For the majority of my presidency, I was taking care of my aging mother. That taught me fully about the real connections our seniors have to their health care. Their medicines, their doctors and their networks are the most important things in their lives, and I have seen and felt how any shift can cause enormous disruption. Under my presidency, I made a promise to myself and to our members to keep our retirees safe from any premiums or diminishing care, despite what the city was projecting. When the costs of senior care skyrocketed by over half a billion dollars, the city's threats to impose premiums became more severe. We thought the Medicare Advantage plan could be the solution that could protect all of our retirees from the rising health care costs. But, as we all witnessed, it turned into a complete mess, and it was not the way to go. And, through the retiree election, I heard you all loud and clear that no matter the intent, we must remain committed to traditional Medicare. I'm grateful for all of your voices. They have kept our union steadfast in its power and strength.

On current proposed legislation

As your union, our motivation for any decision has always been to protect retiree benefits from attacks from the outside. More recently, some have asked why, as a union, we won't sign on to Bill 1096. This is very important to understand. While this bill may look like it seeks to simply protect our retiree health care, it does something very dangerous that could put us at risk in the coming years, and we can't have that. We cannot support any bill being put on the floor that would subvert our collective bargaining rights.

The Taylor Law says that no elected body can pass legislation that changes the terms, conditions and benefits of any collective bargaining agreement, which includes our health care. This is actually there to protect our unions and their members. Passing Bill 1096 would break that law and set a dangerous precedent for any future administration. This could open the door for any elected official to go around collective bargaining and pass a law that could do something to harm us — like impose premiums on in-service members, retirees or both. We absolutely cannot have that. No matter how "popular" this bill may seem, and how much it is pushed by outside influences, breaking the Taylor Law is a risk we will not take. We have to be careful and always think a step ahead.

What's at stake

There is misinformation and there is disinformation. We have to be mindful of both. One is information that's a result of simply not understanding something. The other is an intentional ploy to deceive. Please ask yourself about the motivations of outside influences who are not members of the UFT and have never been connected to our union. Right now, the federal government is on a crash course to destroy unions and workers' rights, and we can't let that happen. We won't. My promise to you is that I won't. Our retirees have never missed a pension payment, and their benefits have remained premium-free and high-quality since I began. I take my role seriously, and my commitment to that is paramount.

Sincerely,



Michael Mulgrew
UFT President



United Federation of Teachers
A Union of Professionals

[52 Broadway, New York, NY 10004](#)

To ensure delivery to your inbox, [add us to your address book](#).



This email was sent to: fiddle28@gmail.com

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8. This email, addressed to major campaign issues, toting the work Mulgrew had done, and criticizing the information which the ABC Caucus had sent out, was, without question, campaign literature, sent out two weeks before the ballots were to be sent out.

9. On February 16 Plaintiff, by counsel, wrote to the UFT General Counsel Beth Norton, and UFT's principal outside counsel, stating the following:

Alan and Dina and Beth:

This email was a big mistake by Mike.

Amy demands the right to do a similar email with a video.

The two attached cases, both of which involved distributions six months before the election resulted in my clients getting a free mailing. The 32B one didn't mention opponents.

To send this out 14 days before the ballots is blatantly illegal.

Do you want to litigate this too, or just concede.

10. On April 21, 2025, UFT General Counsel Norton, wrote to Plaintiffs' counsel and Plaintiff, as follows:

Mr. Schwartz

While I understand your client believes the attached email to be campaign material, allegedly in violation of the LMRDA and the 2025 UFT Election Guide, the proper venue for this complaint is the UFT Election Complaint Process. We will accept this as an official complaint and investigate the allegations contained in your email, but please advise your client that should they have any further complaints related to this election they must be filed through the adopted process to be investigated and resolved.

Regards,
Beth A. Norton (she/her)
General Counsel
United Federation of Teachers

11. To date, there has been no further action by UFT. Ballots continue to be scheduled to go out on May 1, 2025.

12. 28 USC Section 481(c) provides, in relevant part as follows:

(c)REQUESTS FOR DISTRIBUTION OF CAMPAIGN LITERATURE; CIVIL ACTION FOR ENFORCEMENT

Every ... local labor organization, and its officers, shall be under a duty, enforceable at the suit of any bona fide candidate for office in such labor organization in the district court of the United States in which such labor organization maintains its principal office, to comply with all reasonable requests of any candidate to distribute by mail or otherwise at the candidate's expense campaign literature in aid of such person's candidacy to all members in good standing of such labor organization and to refrain from discrimination in favor of or against any candidate with respect to the use of lists of members, and whenever such labor organizations or its officers authorize the distribution by mail or otherwise to members of campaign literature on behalf of any candidate or of the labor organization itself with reference to such election, similar distribution at the request of any other bona fide candidate shall be made by such labor organization and its officers, with equal treatment as to the expense of such distribution.

13. By allowing Michael Mulgrew to use the UFT email mailing list for a barely disguised partisan mailing and not allowing Plaintiffs an equal opportunity to do the same, UFT has violated 29 U.S.C. § 481 (c).

14. Even if Mulgrew's email was not campaign literature, by not allowing Amy Arundell and the ABC Caucus the opportunity to send out an email to the UFT membership after a request was made, UFT has violated 29 USC § 481 (c).

INJURY

15. Unless defendants are enjoined from failing to give plaintiffs an equivalent opportunity to send a campaign email and video to the UFT membership prior to or immediately after May 1, 2025, plaintiffs, and the union membership, will suffer irreparable injury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That this Court issue a permanent injunction requiring UFT to give plaintiffs an equivalent opportunity to send a campaign email and video to the UFT membership prior to or immediately after May 1, 2025
2. That the Court award such other and further relief as is just and proper, including attorneys' fees and costs.

Dated: April 23, 2025

ADVOCATES FOR JUSTICE,
CHARTERED ATTORNEYS
Attorneys for Plaintiffs

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VERIFICATION

Amy Arundell, being duly sworn, declares as follows:

I am the plaintiff herein. I have read the foregoing verified complaint and know its contents. The verified complaint is true to my knowledge.

I declare under the penalties of perjury that foregoing is true and correct.

Dated: April 23, 2025



Amy Arundell